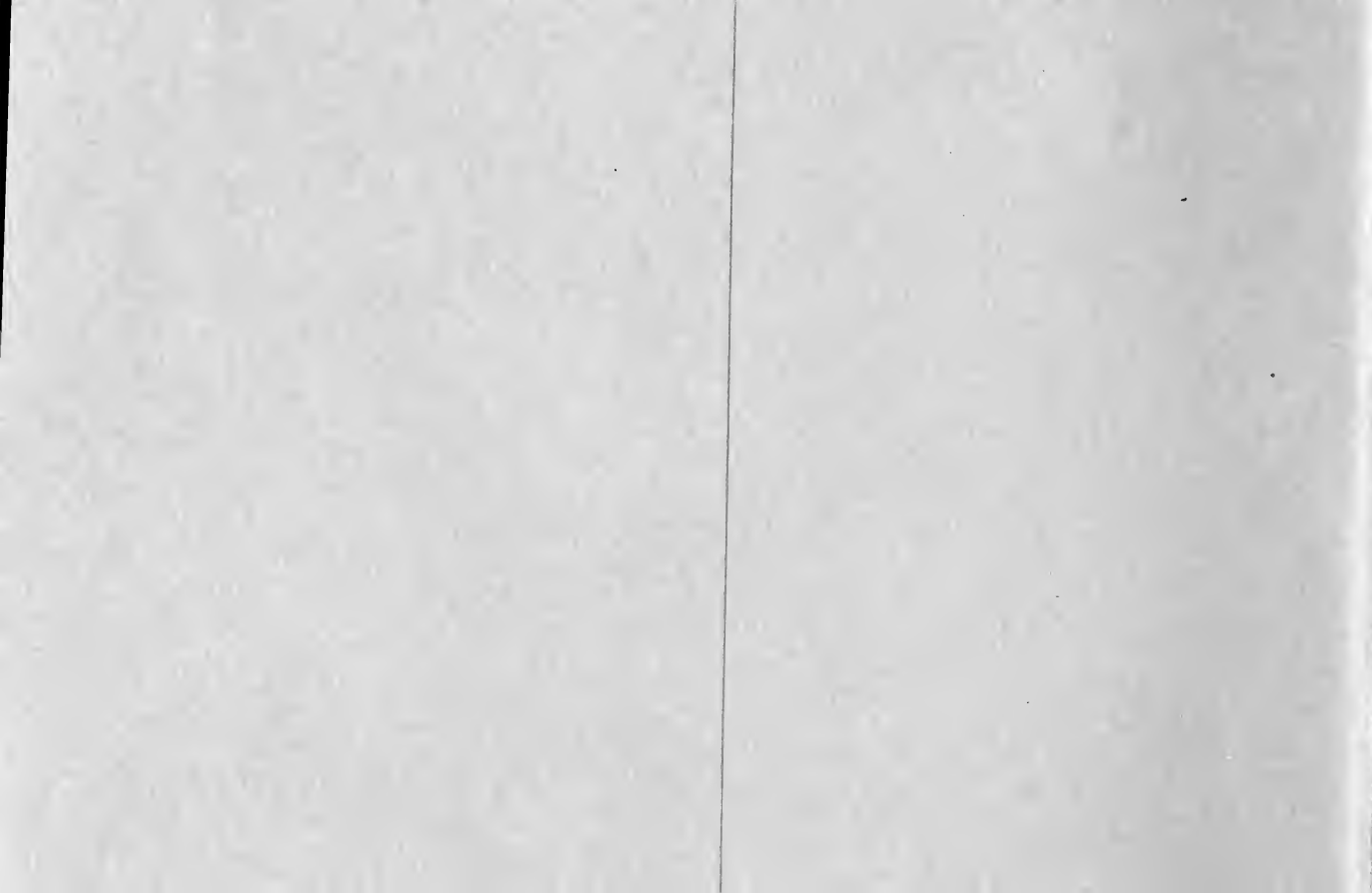


1335

R12



T335
R12

PATENTEE'S GUIDE.

—•—•—•—•—•—•—•—•—•—
≡FORMS FOR≡

Patent Deeds, Shop Rights, License for
Manufactures,

Forms of Bonds, Agreements, Promissory Notes, Power of Attorney,

—•—•—•—•—•—•—•—•—•—
, &c., &c., —•—•—•—•—•—•—•—•—•—

—•—•—•—•—•—•—•—•—•—
PUBLISHED BY

RICHARD RABY,

307 WEST KING STREET, YORK, PA.

T335
.R12

DIRECTIONS FOR PRINTING THE FORMS, &c.



Should use heavy cap paper to print the forms on, and you must use your own judgment in regard to spacing the blank space I have left to be filled in the names, &c. The space generally is from $\frac{1}{2}$ to 3 inches, and space for territory is generally about two extra lines, to give room to fill in a number of counties at one time to one or more parties. Always best to have more space than you need, than not enough. Always use good plain type to look well. You will find the size of paper generally used for each form, &c., is at the bottom of each page or form.



Transfer of a Trade Mark.

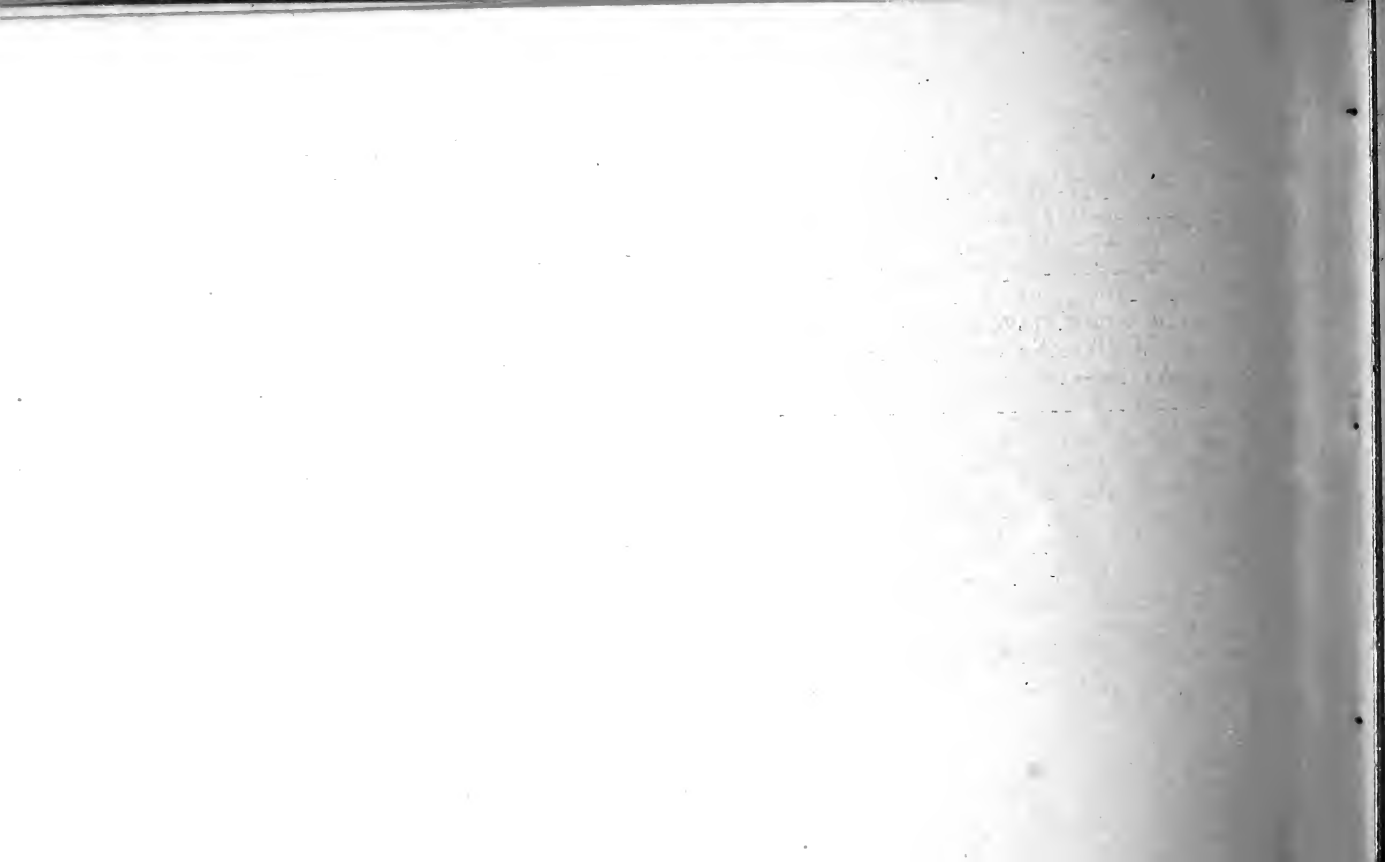
WE, A. B. and C. D., of-----partners under the firm name of B. & D., in consideration of -----dollars, to us paid by E. P., of the same place, do hereby sell, assign and transfer to the said E. P., and his assigns, the exclusive right to use in the manufacture and sale of----a certain trade mark for----deposited by----in the United States Patent Office, and recorded therein----day of -----18--, the same to be held, enjoyed and used by the said E. P., as fully and entirely as the same would have been held and enjoyed by us, if this grant had not been made.

WITNESS our hands and seal this----day of-----A. D., 18--

WITNESS:

-----[SEAL.]

(Size of paper 10x8.)



PATENT DEED.

Assignment of Territory.

WHEREAS, _____, of _____ County of _____ and State of _____, did obtain Letters Patent of the United States, for a certain improvement in _____ which Letters Patent bear date the _____ day of _____, A. D., 18____, and No _____, and

WHEREAS, I am now the sole owner of all rights under said patent in the below recited territory.

AND WHEREAS, _____, of _____ in the county of _____, and State of _____, having fully examined said improvement and the title thereto, and being fully satisfied therewith and being desirous of purchasing an interest therein.

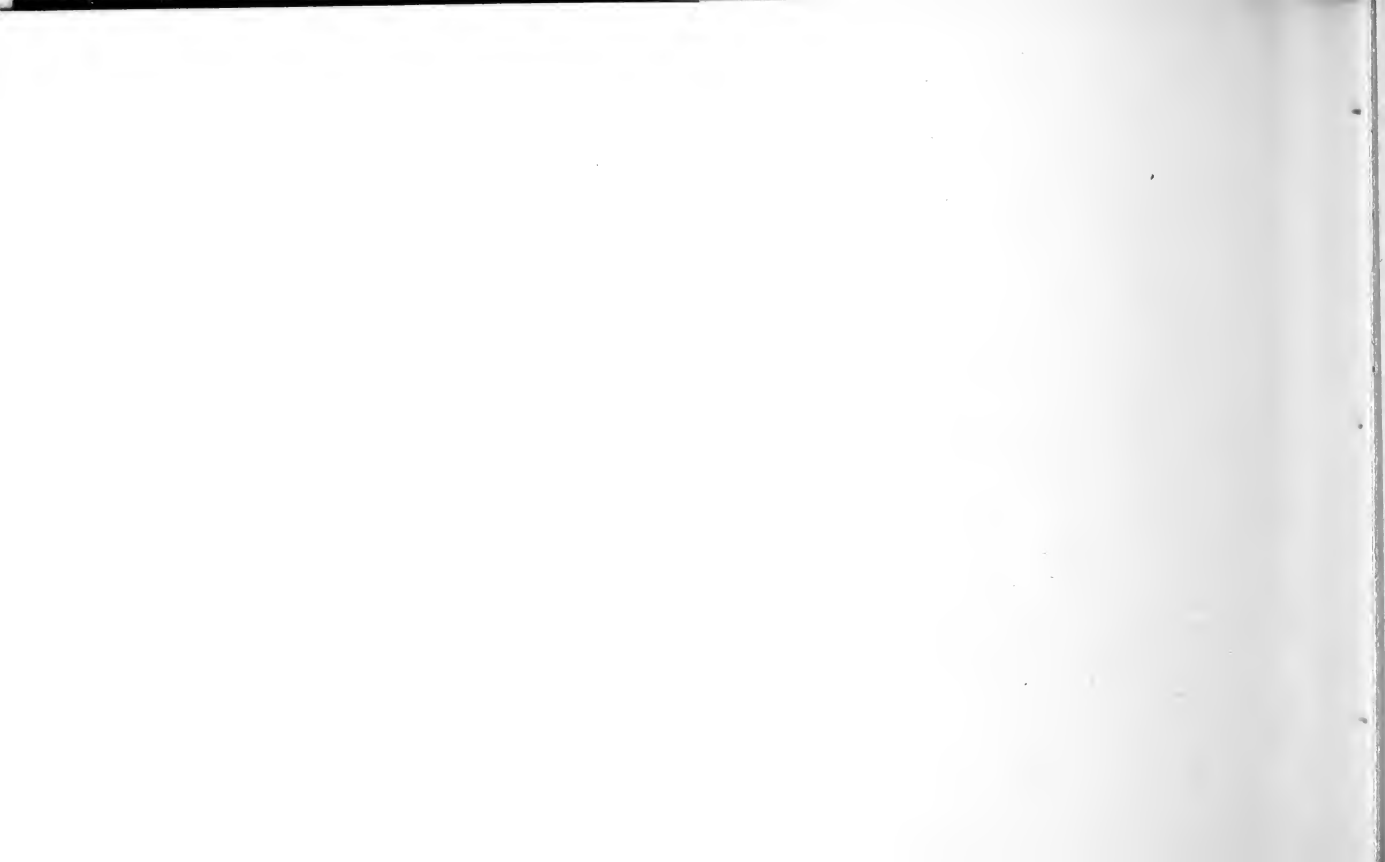
NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of \$____ to me in hand paid, the receipt of which is hereby acknowledged, I have granted, sold and set over, and do hereby grant, sell and set over unto the said _____ all the right, title and interest which I have in the said invention of _____ as secured to me by said Letters Patent, for, to and in _____ and in no other place or places; the same to be held and enjoyed by the said _____ for _____ own use and behoof, and for the use and behoof of _____ legal representatives, to the full term for which said Letters Patent were granted, seventeen years from the date of patent, as fully and entirely as they would have been held and enjoyed by the patentee had this sale and assignment not have been made given.

IN WITNESS WHEREOF, _____ have hereunto set _____ hands and affixed _____ seal, this _____ day of _____ A. D., 18____

WITNESS :

_____ [SEAL.]

(Size of paper 12x8.)



PATENT DEED.—Form for Reselling Territory.

WHEREAS, _____ of _____ County of _____ and State of _____ did obtain Letters Patent of the United States, for a certain improvement in _____ which Letters Patent bear date the _____ day of _____ A. D., 18-- and No. _____, and

WHEREAS, _____ of _____ County of _____ and State of _____ having fully examined said improvement and the title thereto, and being fully satisfied therewith, and being desirous of purchasing an interest therein, And did on the _____ day of _____ A. D., 18-- that for a certain consideration purchase the following territory _____ and on the _____ day of _____ 18-- have recorded the same at the Patent Office, at Washington, D. C.

AND NOW WHEREAS, _____ of _____ County of _____ and State of _____ desirous of acquiring an interest therein,

NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of _____ dollars, to me in hand paid, the receipt of which is hereby acknowledged, I, the aforesaid, _____ sole owner of all Letters Patent upon all or any part of the aforesaid _____ in the territory aforesaid, have granted, sold, assigned, transferred, and do by these presents sell, assign, transfer, and set over to the aforesaid _____ all the right and interest which I have in the aforesaid Letters Patent, for, to and in the County _____ and State of _____ and in no other place or places whatever, the same to be held and enjoyed by the aforesaid _____ for his own use and behoof, and for the use and behoof of his legal representatives and assigns, to the full end of the term for which the aforesaid Letters Patent are granted, for the term of seventeen years, and for the term of any extension thereof, as fully and entirely as the same would have been held and enjoyed by me, had this grant and sale not been made given.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand and affixed _____ seal this _____ day of _____ A. D., 18--

WITNESS:

-----[SEAL.]
-----[SEAL.]

(Size of paper 12x8.)



Assignment of Territory and Reserving the Right to Manufacture.

WHEREAS, I, the undersigned.....of....county of....and State of...., did obtain Letters Patent of the United States for an improvement in....bearing date....day of...., A. D., 18... and No...., the said improvement being known as the...., And Whereas,.....of....and County of....and State of..., desirous of securing an exclusive right to sell and use the same in certain territory.

NOW THIS INDENTURE WITNESSETH, That for and in consideration of the sum of....dollars to me in hand paid, the receipt whereof is hereby by me acknowledged, I have assigned, sold and set over unto, and do hereby assign, sell and set over unto the said....the full and exclusive right and privilege of selling and using the said....as secured to me by said Letters Patent in and for the....of....and State of...., the same to be held and enjoyed by the said....and his legal representatives to the full end of the term for which said Letters Patent are granted, for the consideration aforesaid, and the right to the exclusive manufacture of the said.....for use in the above named territory, which I hereby reserve.

I HEREBY AGREE that I will furnish and sell and deliver on board of cars at...., or cause to be furnished and sold unto the said.... or his assigns, as many....as he or they may require to be used and sold in said territory on the following, to viz: the....which retails at... dollars each, the wholesale price of which is....per...., and further agree to fill all orders from said....

IN WITNESS WHEREOF....hands and affixed....seal this....day of....A. D., 18..

WITNESS:

-----[SEAL.]
-----[SEAL.]

(Size of paper 12x8.)

Of the Entire Interest in Letters Patent.

IN consideration of ---- dollars, to me paid by ---- of ---- I do hereby sell and assign to the said
----- all my right, title and interest in and to Letters Patent of the United States No. ---, for an
improvement in ---- granted to me the ---- day of ---- 18--, the same to be held and enjoyed by the
said ---- to the full end of the term for which said Letters Patent was granted, as fully and entirely
as the same would have been held and enjoyed by me, if this assignment and sale had not been
made given.

WITNESS ---- hand and seal this ---- day of ---- A. D., 18--

WITNESS:

-----[SEAL.]

(Size of paper 10x8.)



Of an Undivided Interest in the Letters Patent.

IN consideration of ____dollars, to me paid by ____of ____I do hereby sell and assign to the ____one undivided fourth part of all my right, title and interest in and to the Letters Patent of the United States No. ___, for an improvement in ____granted 'o me the ____day of ____A. D., 18 __, the same to be held and enjoyed by the said ____to the full end of the term for which said Letters Patent are granted, and for the term of any extension thereof, as fully and entirely as the same would have been held and enjoyed by me, if this assignment and sale had not been made.

WITNESS my hand and seal this ____day of ____A. D., 18 __

WITNESS:

-----[SEAL.]

(Size of paper 10x8.)



POWER OF ATTORNEY.

Know All Men by These Presents,

THAT I ____ of ____ county of ____ State of ____ (Patentee of ____) do hereby constitute and appoint ____ of ____ county of ____ and State of ____ my true and lawful attorney for me and my name to sell for me territorial rights and make contracts to sell the same under Letters Patent No ____ date ____ 18__ in the State of ____ and no other place or places, giving him the full power to sign deeds, taking lawful notes or money, giving receipts or appointing agents, sign agreements given, and granting unto my said attorney full power and authority to do and perform all and every act lawfully belonging to all intents and purposes, with the same validity as I personally present could; hereby verifying and conforming whatsoever my said attorney shall and may do lawfully, by virtue hereof in transacting business for me and in my name.

This Power of Attorney is revokable at any time, by a written notice.

IN WITNESS WHEREOF, ____ have hereunto set ____ hand and affixed ____ seal this ____ day of ____ A. D., 18__

WITNESS:

____ [SEAL.]
____ [SEAL.]

STATE OF _____ }
COUNTY OF _____ } SS.

Before me, the subscriber, a Notary Public in the ____ of ____ County of ____ and State of ____ personally appeared before me the above named ____ and in due form of law, acknowledged the above and foregoing Power of Attorney to be ____ act and deed, for the use and purposes therein mentioned.

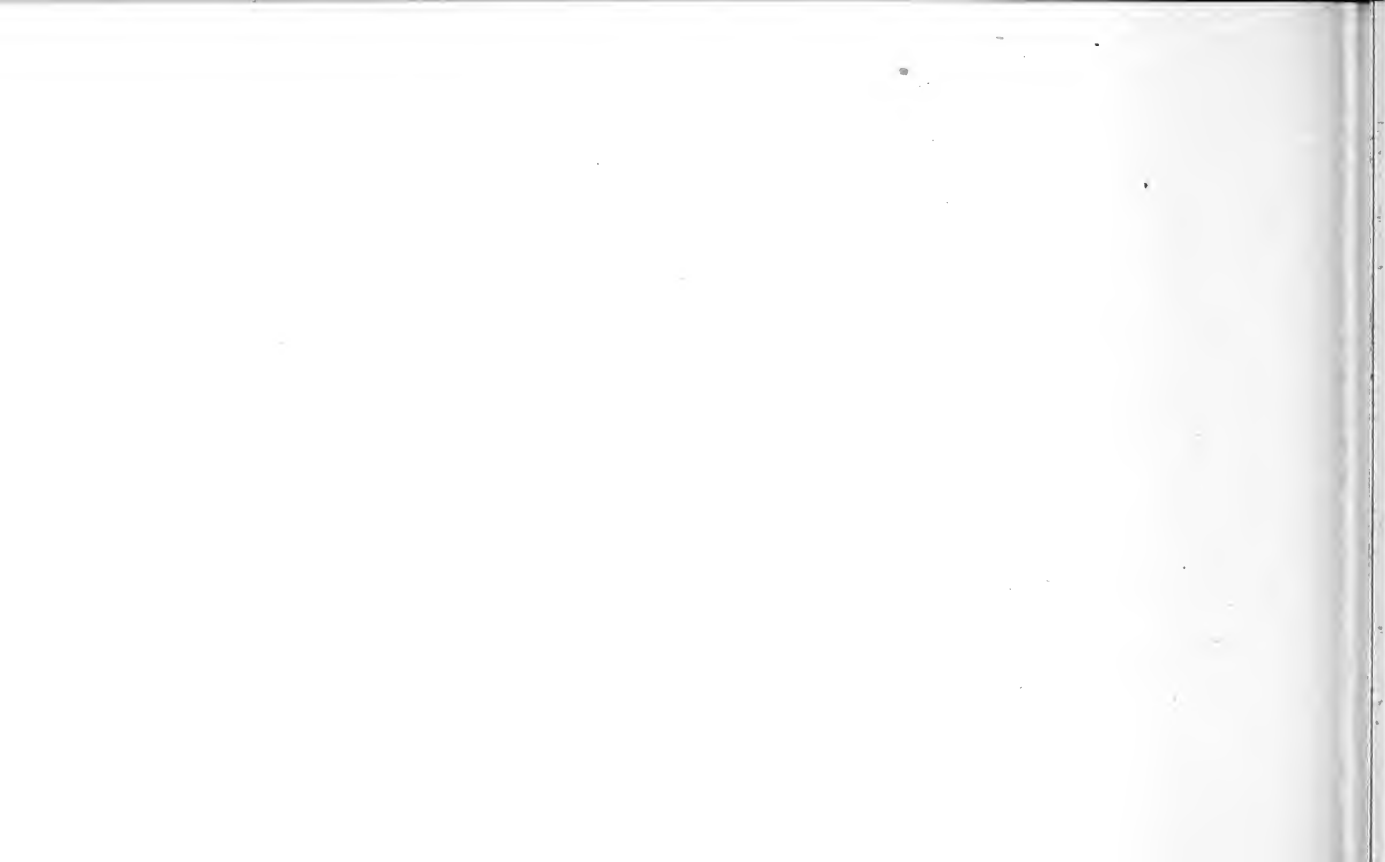
WITNESS my hand and Notary Seal this ____ day of ____ 18__

____ [SEAL.]
Notary Public.

(Seal here.)

(This is filled out by your Notary Public.)

(Size of paper 14x8.)



FORM OF BOND.

Know All Men by These Presents,

THAT....of....county of....and State of....and....of....county of....and State of....and as surety we are jointly and severally held and firmly bound to....of....and county of....and State of....in the sum of (\$....dollars)to be paid to tne said....their certain attorney, successor or assigns, to which payment will and truly to be made and done without and relief from valuation appraisement, exemption or stay laws, we jointly and severally bind ourselves, our heirs, executors, administrators or assigns firmly by these presents.

Signed with our hands and sealed with our seal, and dated thls....day of....A. D., 18..

Now the condition of this obligation is such that if the above bounden.....&....their heirs, executors, administrators or assigns shall well and truly pay, or cause to be paid, any and every indebtedness or liabilities now existing, or which may hereafter in any manner exist or be incurred on the part of said....to the said....whether sach indebtedness or liability shall exist in the form of book accounts, notes, renewals or extension of nstes, or account acceptances, indorsements or otherwise hereby waving presentment for payment, notice of non-payment, protest, and notice of protest and diligence upon all notes now or hereafter executed, indorsed, transferred, guaranteed or assigned by said....to the said....then this obligation is to be void, but otherwise to remain in full force and effect and to secure any and every indebtedness or liability which may hereafter in any manuer exist or be incurred before notice in writing shall have been given to and received by....

Signed, sealed and delivered in the presence of

WITNESS:

-----[SEAL]

-----[SEAL]

(Size ef paper 12x8.)



Articles of Agreement.

MADE this----day of----A. D., 18--, by and between----of----county of----and State of----as party of the first part, and----of----county of----and State of----as party of the second part, WITNESSETH that the said----in consideration of the covenants on the part of the party of the second part, hereinafter contained, both covenant and agree.

1st. That they will allow the party of second part to sell the--in the county of--and State of--

2nd, That they will furnish the-----on the cars at-----to the party of the second part for the sum of-----each in such quantities as may be ordered by the party, of the second part, after which all charges and cost incident to transportation are to be born by the purchaser.

3rd, That the party of the second part will pay for all of said-----gotten from the party of the first part by order within---days from date of purchase, and that interest at the rate of-----per cent. per annum will be paid on all bills or notes after---days from date of purchase.

4th, That the party of the second part will, if requested by party of the first part, give a promissory note, or notes, payable to the----at a convenient banking house, said note, or notes, to be given in accordance with the above terms of payment, unless otherwise allowed by the party of the first part.

5th, That the party of the second part will prosecute the business of selling the said---- with reasonable diligence, and if reasonable diligence is not used in efforts to sell, the party of the first part may appoint other agents to work the said territory above specified, and when such appointment or appointments are made, the right of the second part herein above named, to order said--- according to this agreement shall cease, but said second party may continue business in said territory until all said----on hand are disposed of.

6th, That the party of the first part may sell the whole or any part of the territory herein above described, any time after----months, provided that such distribution of territory does not prevent the sale of all said----on hand at the time, belonging to party of the second part of this agreement.

WITNESS our hands and affix our seal this-----day of-----A. D., 18--

WITNESS :

-----[SEAL]
-----[SEAL]

(Size of paper 14x8.)

po
pla
gra
the

of
v

License Exclusive for Shop Rights.

IN consideration of....dollars to me paid by the firm of....of.... I do hereby license and empower the said.....to manufacture at a single foundry and machine shop in.....and in no other place or places, the improvement in....for which Letters Patent of the United States No..., were granted to me the....day of....A. D., 18..., and to sell the machine so manufactured throughout the....the full end of the term for which said Letters Patent are granted.

IN WITNESS WHEREOF....have hereunto set....hands and affixed....seal this .day
of....A. D., 18...[SEAL.]

WITNESS:

-----[SEAL.]

(Size of paper 6x8.)



Manufactures License Not Exclusive, But With Royalty.

THIS AGREEMENT made this ____ day of ____ 18__, between ____ of ____ county of ____ State of ____ as party of the first part, and the ____ of ____ county of ____ and State of ____, as party of the second part, WITNESSETH, That Whereas, Letters Patent of the United States for an improvement in ____ were granted to the party of the first part dated ____ day of ____ 18__, No. ____; And Whereas, the party of the second part is desirous of manufacturing the said ____ containing said patent improvements: now therefore the parties have agreed as follows:

1st, The party of the first part hereby licenses and empowers the party of the second part to manufacture subject to the conditions hereafter named, at their factory in ____; and no other place or places, to the end of the term for which said Letters Patent were granted containing the patented improvements, and to sell the same within the ____

2nd, The party of the second part agrees to make full and true returns to the party of the first part under OATH, upon the first day of ____ in each year, of all the patent improvements manufactured by them.

3rd, The party of the second part agrees to pay to the party of the first part ____ dollars as a license fee upon every ____ manufactured by said party of the second part containing the patented improvements, providing that if the said fee be paid upon the days provided herein for semi-annual returns, or within ____ days thereafter, a discount of ____ per cent shall be made from said fee for prompt payment.

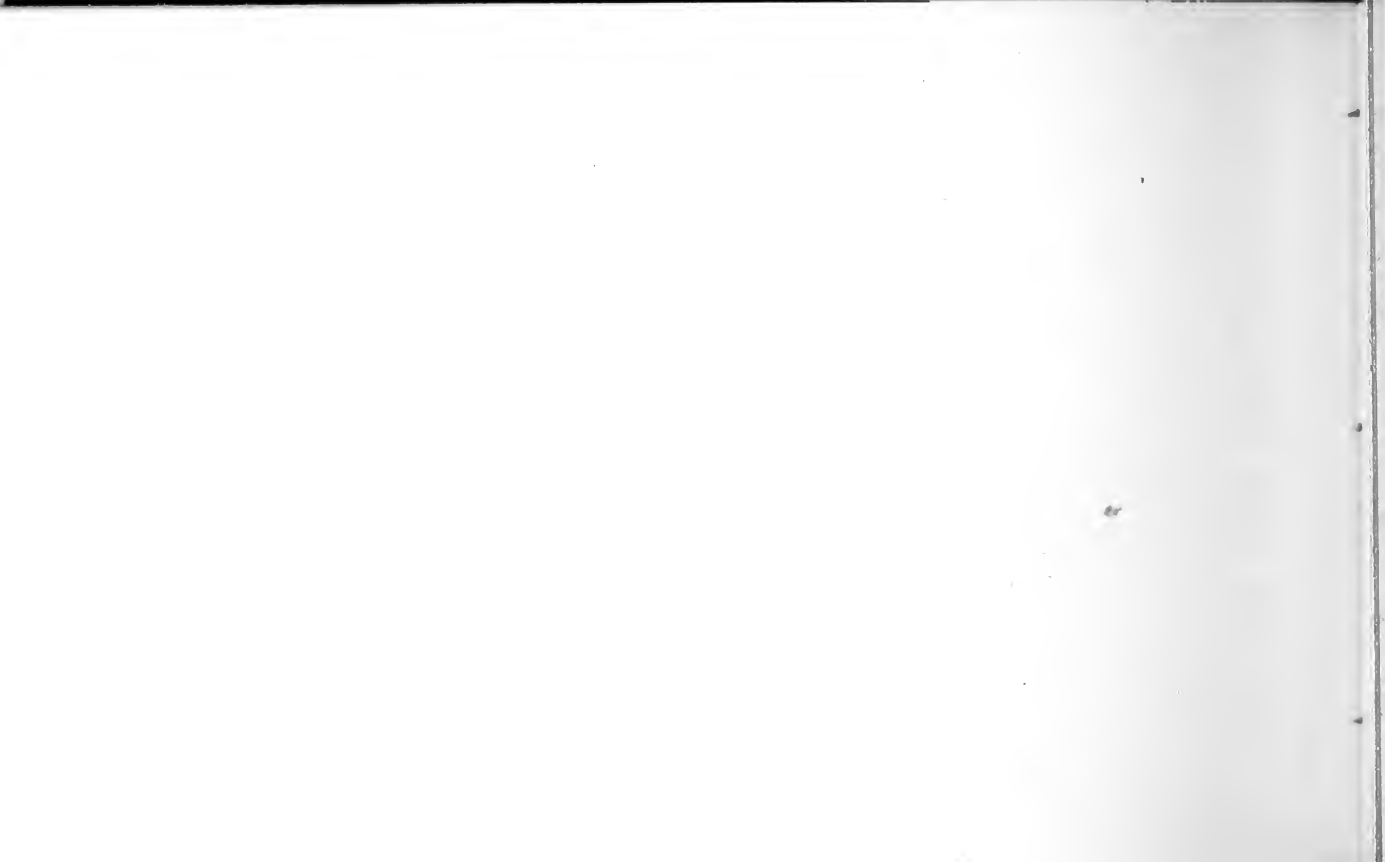
4th, Upon a failure of the party of the second part to make returns or to make payment of license fees as herein provided for thirty days after the days herein named, the party of the first part may terminate this license by serving a written notice upon the party of the second part, but the party of the second part shall not thereby be discharged from any liability to the party of the first part for any license fees due at the time of the service of said notice.

IN WITNESS WHEREOF, __ have hereunto set ____ hands and affixed __ seal this ____ day of ____ A. D., 18__

WITNESS:

____ [SEAL.]
____ [SEAL.]

(Size of paper 14x8.)



PROMISSORY NOTES.

Forselling Patent Rights Without Using the Word Patent on the Face of the Note.

\$200.00

SALEM OHIO, October 10th, 1880.

Sixty days after date, I, _____ promise to pay to the order of JOHN JOHNS,
Two Hundred Dollars, at _____ for value received.

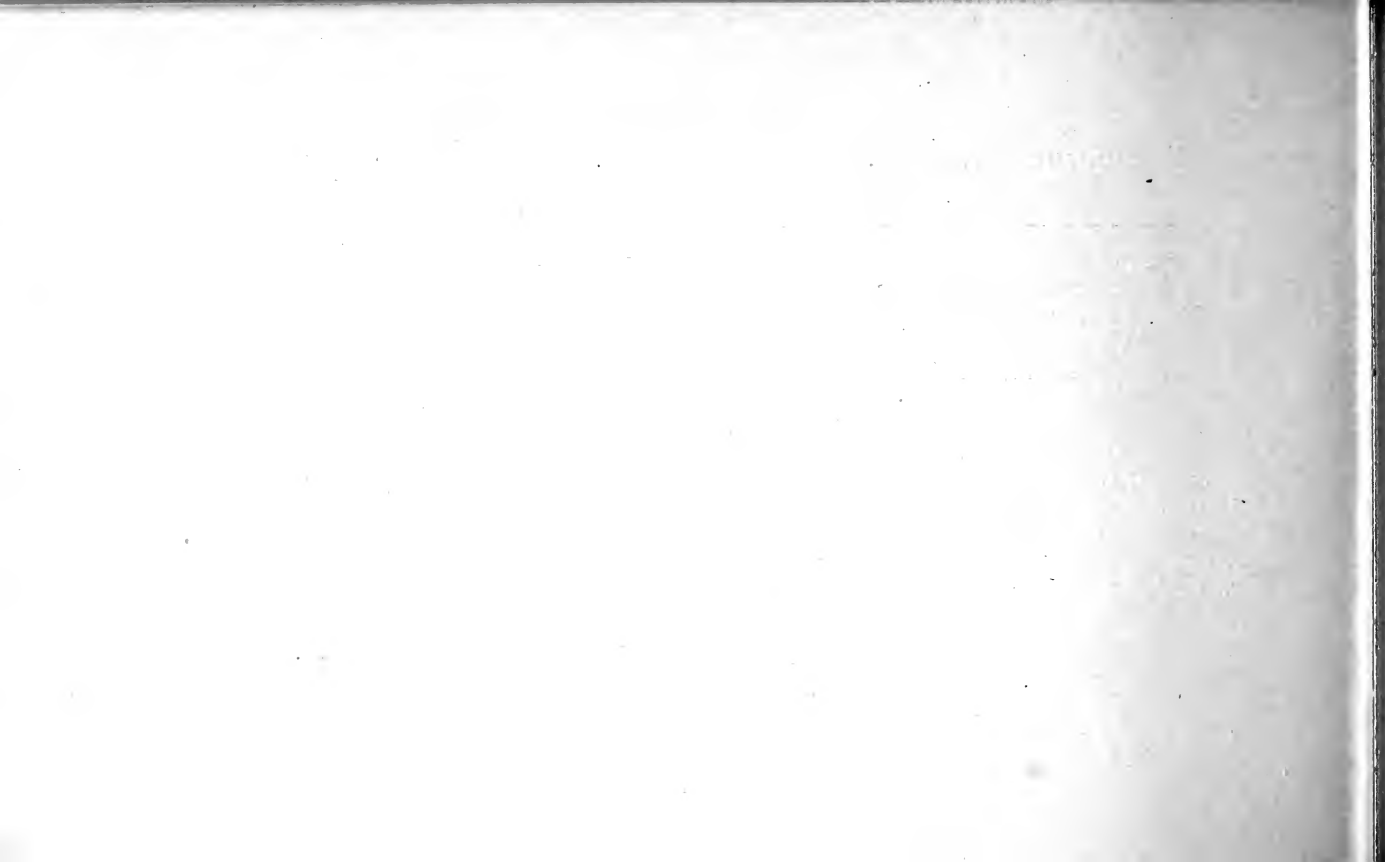
WITNESS;

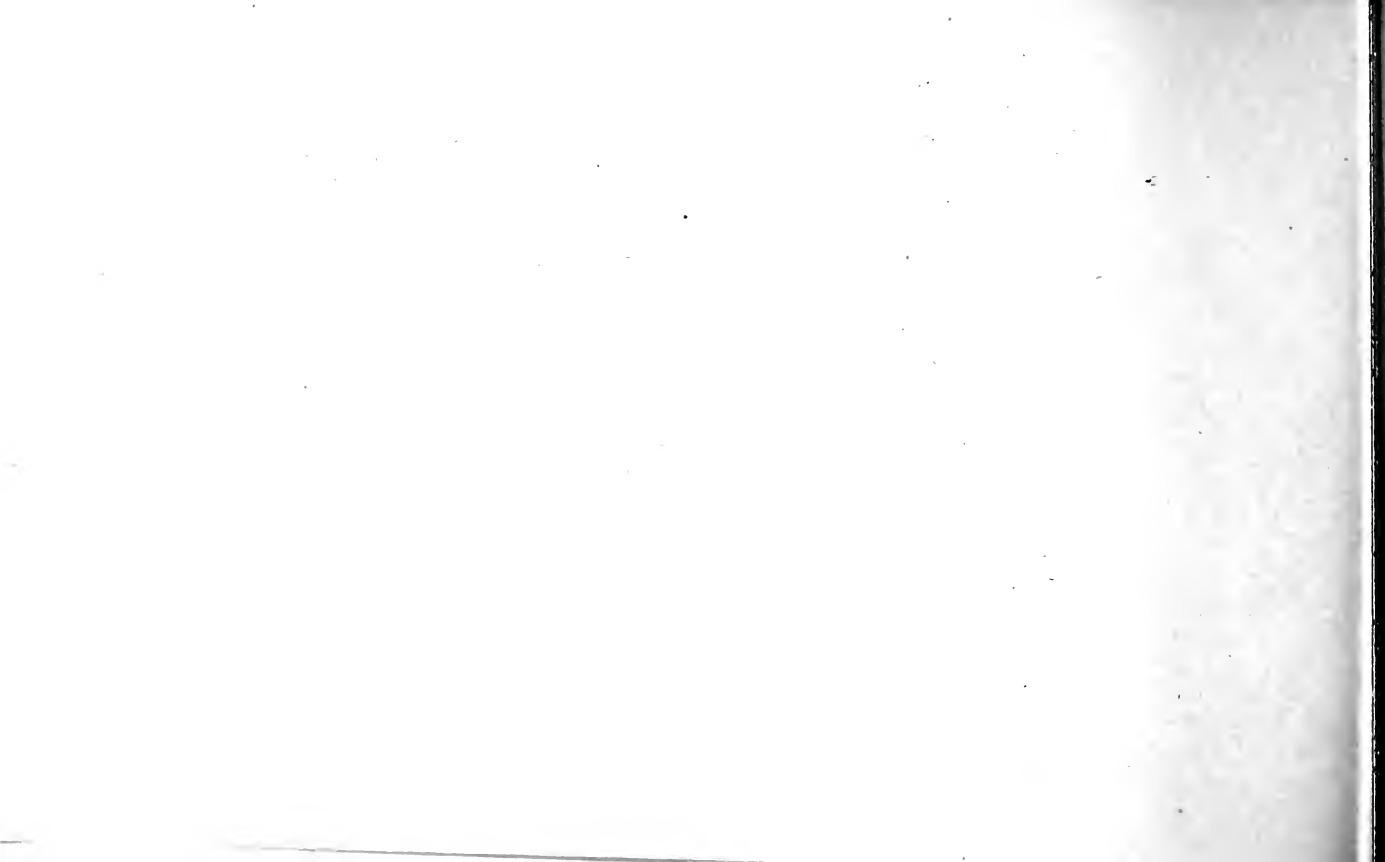
HENRY MYERS. [SEAL.

John Johns is the party you are transacting the sale with. Henry Myers is the security or maker of the note. John Johns has Henry Myers to give him a note for the amount, and then John Johns transfers the note to you, which makes a straight sale, and same time indorses the note, and that is no patent right note and will stand law. This form alone is worth five times for what you paid for all, and then you need not sacrifice your paper or notes, always can get full value for them.

Respectfully yours,

RICHARD RABY,
YORK, PA.







LIBRARY OF CONGRESS



0 019 935 715 3

Hollinger Corp.
pH 8.5

